

MANAGEMENT PROPOSAL

Article 1 - Recognition and Coverage

Proposal 1-A: Section 1, Scope of Recognition. Amend paragraph to read: The Federal Labor Relations Authority (FLRA), Region 4, in Case 4 R077, certified OPEIU as the exclusive representative of a unit including all professional and nonprofessional employees of the Department of Energy's Oak Ridge Operations Office and Office of Scientific and Technical Information. Individuals not covered by this agreement include employees represented by other labor organizations in exclusive units, and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and (7) which include management officials, confidential employees, supervisors, employees engaged in intelligence, counterintelligence, investigative or security work which directly affects national security and employees engaged in Federal personnel work in other than a purely clerical capacity,

Proposal 1-B: Section 2, Coverage of Agreement. Amend paragraph to read: The terms and conditions of this agreement apply only to positions within the bargaining unit and to employees who occupy those positions. When the term "employee" or "employees" is used in this agreement, it is understood that it refers to an employee in the OPEIU, Local 268 bargaining unit. When the term "steward", "shop chairman" or "representative" is used in this agreement, it is understood that the terms refer to a Department of Energy employee functioning as a union representative, shop chairman or steward.

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Article 2 - Governing Laws and Regulations

Proposal 2-A: ARTICLE 2 IS RE-WITTEN FOR CLARIFICATION OF BOTH PARTIES

In the administration of all matters covered by this Agreement, the Employer, the Union, and bargaining unit employees are governed by existing and future laws and government-wide regulations. The parties recognize their obligation to engage in impact and implementation bargaining, in accordance with applicable laws, rules and regulations, with respect to future laws and future government-wide regulations.

Section 1, Paragraph A, Future DOE/ORO Wide Regulations. Notification of new or revised Department of Energy and Oak Ridge Operations directives are announced through the DOE Directives Explorer System. The Union will provide specific proposals or Interest Based Bargaining issues regarding changes which conflict with provisions of this agreement but which are not required by law or by the regulations of appropriate authorities, within 10 workdays of the date the notification is issued by the Directives Explorer System. Failure on the part of the union to so notify management of conflicts between such regulations and this agreement will constitute acceptance of the changes on the part of the union and the changes will automatically become effective.

Section 1, Paragraph B, Non-DOE/ORO Laws, Regulations, Etc.

Amendments to this agreement may be required by changes in applicable laws, executive orders, higher regulations from outside Department of Energy, judicial decisions by a court of appropriate jurisdiction, or other higher authority made after the effective date of this Agreement. The Principal Management Contact will refer such changes to the Union. The Union will provide specific proposals or Interest Based Bargaining issues they wish to discuss regarding impact and implementation of the changes within ten (10) workdays of the date of the notification. Failure on the part of the union to so notify management constitute acceptance of the changes without further impact and implementation bargaining. Any changes or amendments to this Agreement which are bargained and agreed to pursuant to this section will be duly executed by the parties and will become an integral part of this Agreement subject to all the terms and conditions of this Agreement.

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Proposal 2-A: Section 1, Paragraph C. Separability (Continued)

Matters negotiated by the parties pursuant to this agreement remain in effect until modified or abolished by mutual consent or otherwise in keeping with the provisions of this Agreement. The Employer may depart from such provisions, when mandated by Federal law or regulation or in accordance with other provisions of this Agreement; such departures are to be only from the part(s) of the Agreement which are affected by such laws, regulations, or provisions. Other provisions of the Agreement not affected shall remain in effect.

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Article 7 - Union Rights and Responsibilities

- Proposal 7-A: Section 1, International Representatives.** Amend paragraph to read:
International Representatives shall be afforded access to DOE facilities in accordance with applicable security regulations for the conduct of legitimate collective bargaining business. Advance clearance is not required for visits to nonwork areas with employees who are on nonwork time. Lobbies, cafeterias, and other public use areas shall be considered nonwork areas. Visits with employees within the regularly scheduled tour of duty must be cleared in advance with the Human Resources Division, regardless of the visit's location.
- Proposal 7-B: Section 2, Paragraph B, Number of Stewards.** Change paragraph to read:
The union shall designate stewards so that the total number of stewards assigned to an Assistant Manager organization at ORO does not exceed three and the total number of stewards assigned to OSTI does not exceed three (3).
- Proposal 7-C: Section 2, Paragraph C.2.** Delete paragraph C.2. which reads "When seeking assistance from a steward under the terms of this Agreement, an employee shall normally seek such assistance from the steward designated to represent the employee's representational areas."
- Proposal 7-D: Change Section 2, Paragraph C, by adding Subparagraph 3 to read:** 3. A newly appointed steward may accompany or be accompanied by the Chief Steward, shop chairman or another steward to formal meetings or grievance meetings at all levels, until the new steward has attended 3 meetings. In all other cases, with the exception of Step 3 grievances, only one steward will represent OPEIU, Local 268 at meetings where the right to representation is provided. The Union will take steps to insure that employees are represented by a steward designated for their area.

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Article 8 - Official Time for Union Representation

Proposal 8-A: Section 6, Paragraph B. Change paragraph to read: Any activities performed by a bargaining unit member relating to the internal business of a labor organization (including the solicitation of membership, the collection of dues, the election of Union officials; the preparation or distribution of Union newspapers, flyers, bulletins, or other publications; and discussion of internal Union business in meetings, by telephone, e-mail, or other means of communication) shall be performed during the time the employee is in a non-duty status.

Proposal 8-B: Section 9. Dispute Resolution. Amend paragraph to read: Should a dispute arise between the parties concerning the terms of this Article, the parties shall meet and discuss the issue within three workdays of the dispute's inception unless this time limit is extended by mutual agreement. If the parties fail to resolve the dispute through discussions, the issue may be referred to whatever step of the grievance procedure the parties agree is appropriate.

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Article 9 - Official Facilities and Services

- Proposal 9-A: Section 1, Paragraph B, Posting Restrictions.** Amend paragraph to read: The Union shall post no material which reflects adversely on the motive or integrity of any individual, other labor organizations, Government agencies, or the activities of the Federal Government. Union material may be posted only on the union designated bulletin boards. Material must be posted and removed from the union bulletin boards during nonworking time only.
- Proposal 9-B: Section 2, Paragraph B, Use of Internal Mail System.** Amend title of paragraph to read: **Use of Mail Systems.** The Union will have the right to use the internal mail systems to communicate with the employees in the bargaining unit. Use will be restricted to one mailing a month. Internal mail system is defined as either hard copy distribution through the mail system or electronic mail. Management will be allowed at least 24 hours to review and comment on the material before it is mailed. The Union will insure that the information in the newsletter is accurate. This right to use the internal mail system will be denied if the material is determined to violate the terms and conditions of this section or is found to be inflammatory or defamatory. The union will not include material that pertains to partisan political matters, or which reflects on or attacks the integrity or motives of individuals, the Department, other unions, or other government agencies. The union will insure that the material conforms to applicable laws governing distribution of union information. The material will be clearly identified as union material and not official DOE material. The material will be reasonable in size.
- Proposal 9-C: Section 3, Paragraph B, Use of Internal Business.** (Editorial correction - Change Office Services Branch to Information Resource Management Division)
- Proposal 9-D: Section 4, Use of Official Telephones and Electronic Mail.** Change paragraph to read: Representatives and stewards may use the Employer's telephone and electronic mail for the purposes specified in Article 8, Official Time for Union Representation, Section 6. It is expected that calls and electronic mail messages will be as brief as possible and will not be disruptive to other employees or the work of the office.
- Proposal 9-E: Section 5, Paragraph A. Self-Service Copies.** Amend paragraph to read: Representatives and stewards may use the Employer's copying equipment during working hours, at no cost, for the reproduction of material relating to the ORO Labor-Management relationship. The total number of photocopied pages will not exceed ten (10).

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Proposal 9-F: Section 6, Use of Typewriters. Change Section Title to read: **Use of Typewriters and Personal Computers.** Change paragraph to read:

"1. Officially designated representatives and stewards may use the Employer's typewriters and personal computers during non-duty hours. The Chief Steward and Shop Chairman may personally use available typewriters and personal computers under the conditions and for the purposes specified in Article 8, Official Time for Union Representation.

2. Officially designated representatives and stewards using personal computers must create and store any material pertaining to Union activities on floppy diskettes belonging to the union. Floppy diskettes belonging to the Employer may not be used at any time for internal Union business. No software, other than that supplied by the Employer may be installed on the Employer's computers.

Proposal 9-G: Section 8, Paragraph A, Departmental Regulations. Change to read: The union officials will be responsible for reviewing copies of DOE and ORO regulations through the Directives Explorer System.

Proposal 9-H: ADD SECTION 11, COMMUNICATIONS (Note: This is from the MOA)

Formal communications with management, including comments on draft DOE Orders, requests for discussions or negotiations on Employer proposals for change during the term of the Agreement, requests for data and information related to the bargaining unit, and proposals will be sent directly to the Principal Point of Contact through the Business Representative, OPEIU, Local 268. Such communications will be in writing and mailed or faxed; information and formal communications with the Employer will not be sent electronically except on a case by case basis with mutual agreement of both parties..

MANAGEMENT PROPOSAL

Article 10 - Dues Withholding

Proposal 10-A: Section 2, Paragraph C, Changes in Dues Structure. Amend paragraph to read: The union may alter the uniform amount of dues to be deducted no more frequently than once a year. A year, for the purposes of this Section, shall be defined as the twelve (12)-month period between the anniversary dates of this Agreement. The Union will provide the Employer with specifics of such changes at least thirty (30) workdays in advance of implementation.

Proposal 10-B: Section 4, Paragraph D, Notice of Termination of Dues Withholding. Amend paragraph 1 to read: 1. When a bargaining unit member is reassigned or promoted to a position outside the unit, the Employer will notify the employee that dues withholding is being terminated.

MANAGEMENT PROPOSAL

Article 11 - Grievance Procedure

- Proposal 11-A: Section 1, Paragraph C, Exclusions.** Add "5. Notices of proposed or adverse action" and "6. and other subjects prohibited by law."
- Proposal 11-B: Section 2, Paragraph B. Union's Right to Grieve.** Amend paragraph to read: The union's right to grieve shall be limited only by the specific restrictions placed thereon elsewhere in this Article. The Union may file grievances seeking relief on behalf of any employee or group of employees; provided, however, that, before any grievance is filed, it must be signed by: (1) the impacted employee if the grievance seeks relief for that employee; and (2) at least two members of the impacted group if the grievance is a group grievance.
- Proposal 11-C: Section 2, Paragraph D.1 Definition of Issues.** Change paragraph 1 to read: The grievant will make every effort, on a good faith basis, to present all the information relating to the grievance and fully define all the issues and the remedy being sought at all steps of the grievance procedure.
- Proposal 11-D: Section 2, Paragraph D.2., Definition of Issues.** Amend paragraph 2 to read: Likewise, the recipient of the grievance will make every effort, on a good faith basis, to raise questions on the grievability or arbitrability of a grievance at Steps 1 and 2, subject to the parties' understanding that this determination may change if the definition of the issues changes or if new information is presented during the processing of a grievance.
- Proposal 11-E: Section 2, Paragraph D, Definition of Issues.** Add paragraph 4. The remedy or relief requested in any grievance will not include a request for discipline or other action affecting another employee, including a supervisor or management official.
- Proposal 11-F: Section 2, Paragraph F, Consolidation of Grievances.** Amend paragraph to read: Individual employee grievances covering identical or similar matters will be consolidated and processed as a single grievance, subject to the employee's right to present his or her own grievance. Other grievances may be processed in a consolidated manner by mutual consent. If a grievance encompasses identical issues and substantially the same set of allegations as those which will be the subject of a decision which is pending before the Federal Labor Relations Authority (FLRA), the parties may, through written, mutual consent, agree to forestall further processing of the grievance until the FLRA renders its decision.

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- Proposal 11-G: Section 2, Add Paragraph G.** "All time limits stated in this grievance procedure refer to workdays". For purposes of complying with any of the time limits, the first workday is counted as the workday immediately following the day on which the particular act or occurrence transpired.
- Proposal 11-H: Section 3, Paragraph A, General.** Amend paragraph to read: Failure of the party grieved against to meet the time limits prescribed in this Article shall permit the grievant to move the grievance to the next step of the grievance procedure. Requests for extensions of time, throughout the grievance process, if received by the opposing party before the original deadline expires, shall be granted, when reasonable. Requests and agreements to extend time limits will be in writing. Failure of the grievance to meet the prescribed time limits or conditions shall constitute withdrawal and termination of the grievance.
- Proposal 11-I: Section 3, Paragraph C. Extensions.** Amend paragraph to read: If new information is introduced relating to a grievance, if the definition of the issues in a grievance changes, or if the recipient's position on the grievability or arbitrability of a grievance changes at any step beyond the informal step, the time limits prescribed at that step shall be automatically extended as follows: at Step 2 or 3 of the employee grievance procedure or at Step 2 of the party grievance procedure, this extension shall be 5 workdays. At the Conference Step, the extension shall be 10 workdays.
- Proposal 11-J: Section 3, Paragraph C.2.** Delete (included in Section 3, Paragraph A)
- Proposal 11-K: Section 4, Paragraph A. Use of Employee Procedure.** Amend paragraph to read: This procedure will be used for all grievances, as defined in this Article, which are initiated by or on behalf of, a single employee or group of employees. Consistent with Section 2.B, before any grievance is filed, it must be signed by: (1) one employee if the grievance seeks relief for that employee; and (2) at least two employees of the group if the grievance is a group grievance.
- Proposal 11-L: Section 4, Paragraph B. Step 1.** Amend paragraph to read: An employee shall first present the grievance informally to the immediate supervisor. The employee shall specify that an informal grievance is being initiated and define all the issues and the remedy requested. Grievances at the informal level will not be submitted by electronic mail. The supervisor must give a written response within ten (10) workdays of the date on which he or she receives the grievance. The parties will attempt to settle the grievance at the informal level.

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Proposal 11-M: PROPOSAL: Include an ADR process for employees who are not satisfied with the Step 1 answer - Process is to be jointly developed by the Union and Management.

Proposal 11-N: Section 4, Paragraph C. Step 2. Amend paragraph to read: If the employee has completed the ADR Process and desires to pursue the grievance further, the employee must reduce the grievance to writing, and present it to the second-level supervisor within 10 workdays of receipt of the Step 1 answer. The written grievance shall fully describe the complaint, the issues involved, and the specific remedy requested. If the grievance is a group grievance, the group shall be clearly identified. A written decision shall be given to the employee within 10 workdays of receipt of the grievance.

Proposal 11-O: Section 4, Paragraph D, Step 3. Amend paragraph to read: If the employee is not satisfied with the Step 2 answer, the grievance may be submitted to the Manager of ORO or OSTI, as applicable, within 5 workdays of receipt of the Step 2 written decision. A written decision will be given to the employee within 15 workdays of receipt of the grievance.

Proposal 11-P: Section 4, Paragraph F. Variations. Amend paragraph to read: Any step of the grievance procedure may be waived by mutual, written agreement of the parties. Furthermore, the organizational placement of the grievant's position may result in less than a three-step procedure in some cases.

Proposal 11-Q: Section 5.B., Step 1. Amend paragraph to read: The parties will attempt to resolve the grievance informally through discussions between the Chief Steward and the Principal Management Contact, or their designees. The recipient of the grievance will provide a written response within 10 workdays of the date the grievance is received.

Proposal 11-R: Section 5.C., Step 2. Amend paragraph to read: If the grievant is dissatisfied with the Step 1 answer, and desires to pursue the grievance further, then that party must reduce the grievance to writing within 10 workdays of receipt of the Step 1 answer. The written grievance shall fully describe the complaint, the issues involved and the specific remedy requested. The grievance shall be signed and will not be submitted by electronic mail. The Director, Human Resources Division, and the DOE Shop Chairperson or their designees, shall meet to discuss the grievance. The recipient of the grievance shall give a written reply within 10 workdays of its receipt.

MANAGEMENT PROPOSAL

Article 12 - Arbitration

Proposal 12-A: Section 1, Invoking Arbitration. Amend paragraph to read: When arbitration is invoked under the provisions of Article 11, Grievance Procedure, written notice of the intent to invoke arbitration must be provided to the other party within the time limits specified. For purposes of complying with any of the time limits, the first workday is counted as the workday immediately following the day on which the particular act or occurrence transpired.

Proposal 12-B: Section 3, Paragraph B, Selection of Arbiters. Change paragraph to read: With 10 workdays from the date of the arbitration notice, the party invoking arbitration will prepare a request for a list of seven arbiters from the Federal Mediation and Conciliation Service. The request will be signed by both parties. Within 10 workdays of receipt of the list, the parties will meet to select an arbiter. The parties shall select an arbiter by alternately striking the names from the list until one name remains. The remaining person shall serve as arbiter. The decision as to which party shall strike the first name will be determined for each panel by a flip of a coin. Failure by either party to prepare a request for a panel of arbiters within 10 workdays from the date of the arbitration notice will constitute acceptance of the final administrative review decision and the matter will not be subject to any further review.

Proposal 12-C: Section 3, Paragraph D, Transcripts. Change paragraph to read: If the parties desire a written transcript of the hearing, they shall share the transcription costs equally. If, however, only one of the parties desires a written transcript, that party will bear all costs of the transcript and will provide a copy of the transcript, at no charge, to both the arbiter and the other party to the hearing.

Proposal 12-D: Section 4, Paragraph C, Arbitrability Disputes. Change paragraph to read: If the arbitrability of a grievance is questioned, the arbiter will, to the extent possible, decide the arbitrability issue before proceeding to a hearing. If the arbiter concludes that the grievance is not arbitrable, then the arbiter shall issue his decision to that effect, and no hearing shall occur. If the arbiter decides that some portions of the grievance are not arbitrable, but others are, then a hearing shall occur only with respect to those portions which the arbiter has decided are arbitrable. If the arbiter determines that hearing testimony is necessary to decide any arbitrability issues, then the arbiter will hear those issues, as well as the substantive merits of the grievance, at the hearing; in those instances, the arbiter will address any arbitrability issues as a threshold issue in the decision.

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- Proposal 12-E: Section 4, Paragraph E, Conduct of the Arbitration Hearing.** Change paragraph to read: At least ten (10) workdays prior to the hearing date, the parties shall exchange lists of witnesses whom they expect to have testify. Absent exigent, unforeseeable circumstances which preclude a party from complying with the mandate in the preceding sentence, only those individuals named on the witness lists the parties exchange at least 10 workdays before the hearing date will be permitted to testify. Any disputes about a party's compliance with this article shall be resolved by the arbiter.
- Proposal 12-F: Section 4, Paragraph G, Reopening Record.** Amend paragraph to read: The conduct of the arbitration hearing is determined solely by the arbiter. Once the arbiter has closed the record, however, the arbiter may not reopen the record at a later time to hear the testimony of additional witnesses except by mutual, written agreement of the parties.
- Proposal 12-G: Section 4, Paragraph K, Costs of Arbitration.** Change paragraph to read: The fee and expenses of the arbiter shall be shared equally by the parties. Any fee associated with the submission of an arbitration panel shall be paid by the party invoking arbitration. Each party shall bear the expense of its own nonemployee witnesses.

MANAGEMENT PROPOSAL

Article 13 - Midterm Dealings

Proposal 13-A: Section 1 - Meet and Confer. Change Section Title to "Labor/Management Meetings"

Proposal 13-B: Section 2, Employer Proposals for Change During The Term of the Agreement. Amend to read: When the employer wishes to propose changes in personnel policies and employment conditions not covered by the provisions of this Agreement, it will notify the Union's Chief Steward in advance of implementation. If the Union desires to respond, it must do so within 21 days by providing the Employer with written notice of issues it wishes to discuss regarding the impact and implementation of the proposed change. The time limit for response may be extended upon mutual agreement. Failure by the Union to respond to the notice within the time shall constitute a waiver of any right to bargain on the proposed change.

MANAGEMENT PROPOSAL

Article 17 - Merit Staffing

Proposal 17-A: Section 3, Paragraph B. Posting of Vacancy Announcements. Change paragraph to read:

1. Vacancy announcements will be published on the Personnel and Management Analysis Branch (PMAB) website for a minimum of 21 calendar days for unit positions at GS-13 and above. Vacancy announcements for unit positions below GS-13 will be published on the PMAB website for a minimum of 10 workdays.
2. Notification of vacancy announcements for unit positions will be sent to the Union's Chief Steward simultaneously with posting.

Proposal 17-B: Section 6, Paragraph B, Use/Procedures. Add paragraph 1 to read:

1. These provisions apply only to employees detailed to positions within the bargaining unit. Employees detailed to positions outside the unit are excluded from the unit for the duration of the detail and may not be represented by the Union or participate in its management. Employees detailed to positions outside the unit may not file grievances under the negotiated grievance procedure nor may they represent other bargaining unit employees.

Proposal 17-C: Re-number existing paragraph 1 to paragraph 2 and amend to read: Bargaining unit employees temporarily assigned to higher graded positions will be given a temporary promotion within 30 days of the initial detail when the employee meets basic qualifications at time of the assignment; however, if the employee does not meet basic qualifications for the higher graded position, the assignment will be processed as a detail. Competition is required for temporary promotions exceeding 120 days.

Proposal 17-D: Section 6, Paragraph C, Recording Details. Amend introductory paragraph to read: Details in excess of 30 calendar days will be recorded on an SF 52, Request for Personnel Action. A copy of the SF-52, including a brief statement of the duties to which detailed, will be given to the employee. The following information will be provided to the union, at the time of the each employee's detail, if requested.

MANAGEMENT PROPOSAL

Article 20 - RIF and Transfer of Function

Proposal 20-A: Section 1, Paragraph B, Applicable Regulations. Change paragraph to read: RIF actions will be accomplished in accordance with CFR, OPM, DOE and ORO requirements.

Proposal 20-B: Section 1, Paragraph E, F, and G. Propose to change Article 20 to include the current DOE priority placement procedures

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Article 22 - Actions Based on Performance

Proposal 22-A: Propose to include future performance management system procedures after bargaining has been completed

Proposal 22-B: Section 1, Coverage. Amend paragraph A. to read:

A. Adverse actions based on performance, reductions in grade or pay and removals for performance reasons;

MANAGEMENT PROPOSAL

Article 23 - Adverse and Disciplinary Actions

Proposal 23-A: Change to read: "Article 23, Actions Based on Conduct"

Proposal 23-B: Section 1, Coverage. Change paragraph by combining paragraph A and B to read:

This article covers the following types of actions:

A. Disciplinary actions, including oral admonishments, letters of reprimand, suspensions regardless of length, reductions in grade or pay based on unacceptable conduct, or removals based on unacceptable conduct.

Proposal 23-B(1): (Paragraph C will be identified as Paragraph "B")

Proposal 23-C: Section 2, , Paragraph A, Governing Principles. Amend paragraph to read: All disciplinary and adverse actions will be processed in accordance with the provisions of 5 CFR, DOE Order 3750.1 and this Agreement. Actions are taken against employees only for such just cause as will promote the efficiency of the service.

Proposal 23-D: Section 3, Paragraph C, Examinations. Change paragraph to read: A union steward designated to represent the employee's representational area shall be given the opportunity to be present at any examination of an employee in the unit by a representative of the Employer in connection with an investigation, if:

Proposal 23-E: Section 3, Paragraph D, Adverse Actions. Amend paragraph to read: The employee is entitled to representation by a steward designated to represent the employee's representational area during the response period specified in any notice of proposed action. The employee and the representative, if applicable, shall be given a reasonable amount of official time to review the material relied on to support the action; to prepare an answer; and to secure affidavits, to the extent the employee and the representative would otherwise be in a duty status.

Proposal 23-F: Section 3, Paragraph E, Disciplinary Meetings. Correct typo in paragraph 1 and amend to read: Employees are entitled to representation by a steward designated to represent the employee's representational area, if requested, at meetings with a supervisor or other management official in which an adverse or other disciplinary action is to be, or becomes, the topic of discussion and during counseling sessions where a supervisory overtly raises the possibility of adverse or disciplinary action as a consequence of continued poor performance or conduct.

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Proposal 23-H: Change paragraph 2 to read: If a steward is requested, the supervisor will make every reasonable effort to arrange for the presence of the steward designated to represent the employee's representational area.

MANAGEMENT PROPOSAL

Article 25 - Training, Development, and Upward Mobility

Proposal 25-A: Section 3, Paragraph B, Individual Development Plan. Change to read:
Individual development plans are required for all permanent employees. Supervisors shall initiate and implement individual development plans through discussions with individual employees regarding job requirements and the competencies required to successfully meet these requirements.

Proposal 25-B: Section 3, Paragraph C, Components of Plan. Change to read:

C. Components of Plan

The individual development plan shall provide a mechanism to establish the employee's training, development, and qualification needs based on the:

1. Department and organization goals, objectives, and mission.
2. Technical qualification standards for the position (if applicable).
3. Employee's personal and professional development goals.

Proposal 27-C: Section 4, Para B, Scheduling Restrictions. Delete (AWS Order covers educational variations in schedules.)

Proposal 27-D: Section 5, Information Services. Change to read:

A. Notice to Employees. The employer will maintain a library of available training and educational resources which will be accessible to all ORO employees - (**Note for staff** - Patty D indicated that this info will be on their home page in the future - we might modify this part to indicate that).

B. Training Data. The employer will provide quarterly reports to the Union's Chief Steward regarding training data. This report will include: (1) training authorized for unit employees by Division; (2) title, series, and grade of unit employees who received such training; and (3) direct costs authorized for such training."

MANAGEMENT PROPOSAL

Article 26 - Safety and Health

- Proposal 26-A: Section 1, Para B, Union Charge.** Change para to read: The union's participation through its members on the ORO Safety and Health Committee or the OSTI Safety and Health Committee in any of the Committees activities does not diminish the Employer's exclusive responsibility for the Safety and Health Programs.
- Proposal 26-B: Section 2, Para A, Union Representatives.** Change paragraph to read: The Employer agrees to appoint one nonmanagement representative, recommended by the union, to each of the safety and health committees established by ORO and OSTI.
- Proposal 26-C: Section 5, Paragraph B, Required Investigations.** Amend paragraph to read: All job-related injuries and illnesses which require medical treatment will be investigated by the Technical Support Division.
- Proposal 26-D: Section 8, Safety Training.** Amend paragraph to read: The Safety and Health Committee will consult and advise on safety training program needs. Committee members will have access to all pertinent program information that will help them in carrying out these responsibilities.

MANAGEMENT PROPOSAL

Article 28 - Hours of Work

Proposal 28-A: PROPOSAL: The Memorandum Of Agreement dated April 1, 1997 will terminate and Article 28, Hours of Work, as stated in the negotiated agreement, dated December 1995, will constitute the alternate schedule to be followed, with the following changes.

Section 1, Paragraph A, Alternate Work Schedules

1. Bargaining unit employees, GS-13 and below, may choose to work a 5-4-9 compressed work schedule, flexitime or a regular tour of duty.
2. Employees will be able to choose schedules (5-4-9 compressed work schedule, flexitime or regular tour) six times per year on designated pay periods. In emergency or unforeseen situations, exceptions to this policy must be approved by the supervisor.
3. Employees that work a flexitime schedule may earn credit hours with advance supervisory approval based on a determination of available work.. Supervisory approval for use of all credit hours is required in advance, unless an unforeseen event (e.g., car breakdown) prevents advance approval. The notification and request for earning credit hours and request for use of credit hours must be done on a pay period by pay period basis. Notification of proposed credit hour earnings and requests for approval of credit hour usage shall be documented on the ORO Credit Hour Request form. The supervisor's decision to approve or disapprove use of credit hours will be based on a determination that an appropriate level of work coverage can be maintained on the day requested. Employees on flexitime may "carry over" 24 credit hours to succeeding pay periods, including the next leave year.
4. 5 U.S.C. prohibits employees that are working a compressed work schedule or regular tour of duty to earn credit hours.
5. An employee on a 5-4-9 compressed work schedule may select any day of the week as their scheduled day off. In the event a dispute arises over the scheduled day off for employees in a work unit, the supervisor will attempt to get a mutual agreement from the employees involved to resolve the issue of which employee receives first choice of the day off. If a mutual agreement is not reached, the employee with the greatest Federal service time will be granted his/her first choice for the scheduled day off. Based on work requirements, management, at its option, may require an employee to work on a scheduled day off. If work requirements necessitate that an employee report to work on a scheduled day off, the supervisor shall offer the employee an alternative day off within the same pay period, compensatory time or overtime.

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Proposal 28-A: 6. Core hours are 9:00 a.m. to 3:00 p.m.
(Continued)

7. Employees on a 5-4-9 compressed work schedule or a flexitime schedule can change reporting and departure time each pay period.

8. Terms and conditions of this program will be covered under the Grievance Procedure.

MANAGEMENT PROPOSAL

Article 30 - Duration

Proposal 30-A: Section 2, Add Paragraph F To Read: This agreement supersedes and therefore invalidates any and all previous memorandums of agreement or memorandums of understanding between the Employer and OPEIU, Local 268, except all agreements pertaining to changes regarding the Merit Promotion Program.

Other editorial changes that will be necessary in the new agreement include deleting references to Assistant Chief Steward and making editorial changes to reflect new organizational title, references to Orders, etc.

MANAGEMENT PROPOSAL

PROPOSAL FOR NEW ARTICLE:

Proposal 31-A: Unfair Labor Practices

The Union or Employer will provide written notice of intent fifteen (15) workdays prior to filing an Unfair Labor Practice (ULP), stating the basis for the ULP and identifying the Section of 5 USC, Chapter 71, that was allegedly violated. The parties will meet to attempt to resolve the matter within ten (10) days of the notification of the intent to file the ULP.

: